

COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT

Between
the

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Ouachita National Forest, Ozark-St. Francis National Forest
(Region 8. DUNS No. 929332484
and the
STATE OF ARKANSAS
Arkansas Game and Fish Commission
DUNS No. 039347666
09-FI-11080900-002 Mod #1
OPERATING PLAN FY-2010**

PREAMBLE

This operating plan is prepared pursuant to the Cooperative Wildland Fire Management and Stafford Act Response Agreement between the, **UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE**, Ouachita and Ozark-St. Francis National Forest (the USFS), and the **STATE OF ARKANSAS**, Arkansas Game and Fish Commission signed and dated 9-4-09.

This operating plan supersedes: This is the initial operating plan between these two agencies.

INTERAGENCY COOPERATION

Interagency Dispatch Centers: In Arkansas, the Arkansas-Oklahoma Interagency Coordination Center is the interagency dispatch center of record. All staffing, funding, and level of participation is the responsibility of the USFS and AGFC bears no further responsibility for this facility.

Interagency Resources: The Arkansas Forestry Commission (AFC) is responsible for suppression activities on all state and private lands in the state of Arkansas. This responsibility applies to all state wildlife, game, natural areas, etc. where AGFC is the jurisdictional agency of record. For suppression activities, the USFS will act only on those fires where USFS lands are located close or adjacent to AGFC lands and USFS lands are threatened unless the protecting agency or its assigns (AFC) requests assistance under provisions of existing agreement(s) between the USFS and AFC, the PROTECTING AGENCY of record for AGFC lands.

PREPAREDNESS

Protection Planning: The need for sub-geographic area Unit Administrators to determine efficiencies to be gained from reciprocal assistance and acquisition of protection services is outside the scope of this agreement. In the event that need for protection planning is deemed necessary, such planning will be conducted with AFC, the PROTECTING AGENCY of record for AGFC lands.

Protection Areas and Boundaries: Protection areas vary according to the circumstances of each individual wildfire event. USFS actions will be limited to those wildfires that threaten USFS jurisdictional areas unless a request for assistance to the USFS by AGFC or its assigns (AFC) guided by provisions of the **COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT** between the USFS and AFC, the PROTECTING AGENCY of record on AGFC lands.

Reciprocal Fire Assistance: The need to identify placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire control efforts is outside the scope of this agreement. If a future need for reciprocal fire assistance is deemed necessary on AGFC lands it will be addressed through the **COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT** between USFS and AFC, the PROTECTING AGENCY of record on AGFC lands.

Acquisition of Services: The Agencies to this Agreement agree to cooperate in the development and implementation of prescribed fires, whose primary intent is to enhance wildlife habitat, restore and sustain forest and woodland communities and reduce fire hazards. Both agencies within this Agreement may provide assistance to the other Agency as requested and agreed to for the purposes of performing prescribed fire work. This work is conducted at no expense to either Agency insofar salaries, travel, supplies, equipment use, indirect cost, project total, estimated reimbursement, and job code to be charged except as noted below:

1. Aircraft used for ignition – All aircraft to be used for ignition will be under contract to the USFS or other federal land management agency. Aircraft will be staffed by USFS or other agency employees who carry appropriate qualifications to perform these duties under either FSH 5109.17 or Interagency (NIIMS) Wildland Fire Qualification System Guide PMS 310-1.
2. Aircraft costs for flight time and staff including support module will be considered to be reimbursable to the USFS as follows:
 - a.) In joint projects that include lands of both Agencies to this agreement, flight time and staff costs for project implementation will be pro-rated on an area-treated basis such that the percentage of the area burned that is performed on AGFC lands is reimbursable to the USFS.
 - b.) For projects where AGFC requests aircraft for burning AGFC lands only (statewide), AGFC will reimburse the USFS for all flight time and staff, including support module for the entire project-associated aircraft costs including ferry to and from project, onsite flight time and support module.
3. AGFC will be allowed to purchase items used in fire fighting and Personal Protective Equipment from the Ouachita and Ozark-St. Francis National Forest fire cache. The USFS will submit a bill for the actual cost of those items to:

Martin Blancy, Habitat Coordinator
AR Game and Fish Commission
1266 Lock & Dam Rd.
Russellville, AR 72802

Joint Projects and Project Plans: Joint project plans will conform to the current issues of the Interagency Prescribed Fire Planning and Implementation Procedures Guide and the Region 8 Supplement to Forest Service Manual 5140. Projects performed exclusively on AGFC lands will be covered by project plans specific to AGFC although aircraft ordered for project implementation as described above will be managed and staffed according to current issues of Forest Service Manual 5700, Forest Service Handbook 5709.16, and the Interagency Helicopter Operations Guide.

Fire Prevention Policies: Fire prevention policies are outside of the scope of this agreement.

Public Use Restrictions: There will no restrictions to public use associated with this agreement.

Burning Permit Procedures: There is no burning permit requirement for prescribe burns conducted in Arkansas.

Prescribed Fire and Fuels Management: Notification processes shall conform to local policies that govern prescribed burning operations for each agency.

Smoke Management: On joint projects smoke management planning and implementation will conform to both the current issues of the USFS, Region 8 Smoke Management Guide and Arkansas Smoke Management Plan. Those

projects performed exclusively on AFGC lands will conform to the Arkansas Smoke Management Plan and other applicable AGFC policy.

OPERATIONS

Fire Notifications: All employees of either agency discovering or receiving reports of fires on lands protected by the other agency shall report fires promptly to the proper employee at the agency responsible for suppression action. Reports to the State should be made to the State Fire Control Officer or to the person "on call" at the jurisdictional Area Offices. Reports to the Forest Service should be made to the Forest Dispatcher in Hot Springs or to the persons "on call" at the Forest Service offices at Hector, Arkansas.

Boundary Line Fires: Boundary line fires will be the initial attack responsibility of the PROTECTING PARTY(S) on either side of the boundary. Neither party will assume the other is aware of the fire, or is taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. When both parties have arrived, it will be mutually agreed to the designation of the Incident Commander.

Independent Action on Lands Protected by Another Agency: There are no special land management considerations that affect independent action initial attack.

Land Management Considerations: There are no special suppression considerations.

Delegation of Authority: Describe procedures (delegation of authority, etc.) that local Unit Administrators will use to inform Incident Commanders.

Resource Advisors: Designating natural resource advisors is outside the scope of this agreement.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Training: There are no training needs, schedules, billing arrangements, agreed to sharing of resources. Refer to Clause 18 (Joint Projects and Project Plans) regarding needed project plans.

Communication Systems: There are no specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Agencies although in joint project implementation, the parties to this agreement agree to share operational radio frequencies.

Fire Weather Systems: There is no specified maintenance, use and management of fire weather systems associated with this agreement.

Aviation Operations: There are no identified and documented any local aviation agreements other than that discussed under Acquisition of Services above.

Financial Plan: There is no financial plan associated with this operating plan other than that given under Acquisition of Services above.

Billing Procedures:

Fire Suppression Billings: There are no specific jurisdictional units, other than identified in the AOICC Mobilization Guide. Provide as a minimum on each invoice/bill:

Electronic Funds Transfer (EFT): The state of Arkansas, AGFC shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that

one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments, (the State) shall register in the Central Contractor Registry (CCR) at www.ccr.gov and follow the instructions on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

Fee Basis Protection Billings: Identify billing procedures for fee basis.

Billing address

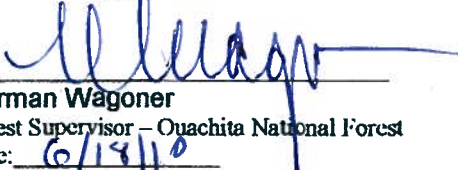
Specify indirect cost rate.

Third Party Cost Recovery: Procedures for determining a cost recovery process will be in the Statewide Operating Plan. Investigation process is determined locally.

SIGNATURES


IN WITNESS WHEREOF, the Agencies hereto have executed this Cooperative Wildland Fire Management Agreement, Operating Plan as of the last date written below.

USDA FOREST SERVICE
Ouachita National Forest



Norman Wagoner
Forest Supervisor - Ouachita National Forest
Date: 6/18/10


Diane Lowder
Budget Officer
Date: 6-18-10

STATE OF ARKANSAS,
Arkansas Game and Fish Commission


Scott Henderson
Director
Date: 5-26-10

USDA FOREST SERVICE
Ozark-St. Francis National Forest


Judith Henry
Forest Supervisor - Ozark, St. Francis National Forest
Date: 6-13-10



Michael R. Harper
Agreements Coordinator

4-22-2010

Date